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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

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11 SECURITIES AND EXCHANGE
COMMISSION,

12 Plaintiff,

13 v.

14 SILICONSAGE BUILDERS, LLC aka
15 SILICON SAGE BUILDERS and SANJEEV
ACHARYA,

16 Defendants.
17

Case No. 3:20-cv-09247-SI

**~~PROPOSED~~ ORDER APPROVING
FIFTH INTERIM FEE APPLICATION OF
DAVID STAPLETON, RECEIVER, FOR
THE PERIOD FROM JANUARY 1, 2022
THROUGH MARCH 31, 2022**

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ORDER

No opposition was filed as to the *Fifth Interim Fee Application of David Stapleton, Receiver, for the period from January 1, 2022, to March 31, 2022* (the "Application"). No hearing was held. For the reasons set forth in the Application and the Court having found that notice of the Application was proper,

IT IS ORDERED AS FOLLOWS:

(1) The Application is approved;

(2) The Receiver's fees and expenses for the period from January 1, 2022, through March 31, 2022, totaling \$506,808.50 and \$1,224.11, respectively, are allowed on an interim basis;


(3) Of the fees allowed, \$406,582.50 in fees were incurred in connection with the Osgood and Almaden projects and are the financial responsibility of Acres Loan Origination in accordance with the Construction Funding Agreement approved by the Court;

(4) Of the fees allowed, \$3,057.50 in fees were incurred in connection with a document production and shall be paid by TriGate Almaden PE Investor, LLC, and TriGate Fremont PE Investor, LLC, in accordance with the *Stipulation and Order Regarding Document Production from Receiver*;

(5) Of the fees allowed, \$3,679.50 were incurred in connection with the administration and termination of the 401(k) plan and these fees may be paid from the assets of the 401(k) plan trust to the extent authorized by the applicable agreements; and

(6) For the \$93,419.00 balance of the fees, the Receiver is authorized to pay 80%, or \$74,735.20, and 100% of his expenses from assets of the Receivership Entities as they become available.

Dated: August 4, 2022


 SUSAN ILLSTON
 United States District Judge

ORDER